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EXHIBIT A
STATEMENT OF WORK AND PROJECT PROPOSAL



1650 Arch Street • Suite 2210 • Philadelphia PA 19103

STATEMENT OF WORK AND PROJECT PROPOSAL

DATE: May 31, 2019

PROJECT NAME: PG&E Mailing and Media

REQUESTED BY: Karen M. Lockhart, Chairperson
Official Committee of Tort Claimants
c/o Robert Julian
Baker & Hostetler LLP
11601 Wilshire Boulevard, Suite 1400
Los Angeles, CA 90025

SCOPE OF WORK & COST BREAKDOWN:

1. Scope of Work. As the Fire Claim Bar Date Noticing Agent, Angeion Group, LLC (“**Angeion**”) agrees to perform the below notice and administration services (“**Services**”):
 - a. Develop and implement a notice program (the “**Notice Program**”) for the Fire Claim Bar Date. The Notice Program will provide for both direct notice by U.S. mail and email, and indirect notice through an integrated, multimedia campaign. The Notice Program will be tailored to take into consideration that many Fire Claimants (1) have had to relocate, are homeless or in temporary housing, (2) may be reliant on their mobile devices for receiving news or notices, (3) do not speak or read English and require notice in other languages, and (4) are demographically and socio-economically diverse.
 - b. Conduct an investigation into the identity and current contact information for known and reasonably ascertainable Fire Claimants. The investigation will include researching public records, third-party data aggregation sources, and if necessary, requesting authorization from the Court to issue subpoenas. Angeion will also utilize the U.S. Postal Service (“**USPS**”) National Change of Address database to identify updated address information for individuals and businesses who have moved in the last four years and who filed a change of address card with the USPS. Angeion will also perform verification searches (also known as skip tracing) for Fire Claimants whose notices are returned as undeliverable by the USPS without a forwarding address.
 - c. Implement an integrated paid media campaign which will utilize state-of-the-art targeted internet banner advertisements, custom social media campaigns, a bespoke broadcast radio/television campaign, a network of digital and static billboards, a combination of local, regional, and national print publications, and a nationwide, yet geographically tailored, public relations campaign.

- d. Implement an earned media campaign designed to take advantage of the substantial news coverage the Fires and Chapter 11 Cases have already garnered and continue to drive media to cover the story at a local, regional and national level.
 - e. Engage in a grassroots word-of-mouth campaign and experiential marketing across all of the counties affected by the fires.
 - f. Provide information regarding Prime Clerk LLC's ("**Prime Clerk**") website and toll-free number in order to enable Fire Claimants to obtain additional information regarding the Fire Claim Bar Date and Fire Proof of Claim Form.
 - g. Perform such other tasks as may be agreed to by Angeion and directed by the TCC or order of any court having jurisdiction over the TCC.
2. Additional Services. Services not specifically identified in the Project Proposal ("**Additional Services**") that are requested by the Official Committee of Tort Claimants (the "**TCC**" or "**Client**") or are otherwise required in order for Angeion to complete performance of its administrative responsibilities are subject to additional costs and fees. Any Additional Services that extend or expand the scope of work described herein and outlined in the Angeion Group Project Proposal shall be mutually agreed upon between the Client and Angeion Group in writing, with the approval of the United States Bankruptcy Court for the Northern District of California and shall be incorporated herein and subject to the terms of this Statement of Work.
3. Cost Breakdown. A Project Proposal with estimated costs is attached.

TERMS AND CONDITIONS:

1. Services. Angeion agrees to perform the Services described above and in the attached Project Proposal and this Statement of Work (collectively, the "**Agreement**"). Client represents and warrants to Angeion that, subject to Bankruptcy Court approval, Client has all required (i) legal rights, and (ii) consents of third parties to request the Services to be performed by Angeion hereunder and that any documents or data supplied to Angeion hereunder do not violate any law or rights of third parties.
2. Price and Payment. PG&E Corporation and Pacific Gas and Electric Company (hereinafter "**Debtors**") agree to pay Angeion pursuant to the above-referenced Project Proposal and terms of payment contained herein. Any modifications to the Project Proposal shall be governed by the terms set forth in this Statement of Work. Angeion shall be paid as provided in the Order approving the *Application of the Official Committee of Tort Claimants Pursuant to 11 U.S.C. § 1103 and Fed. R. Bankr. P. 2014 and 5002 to Retain and Employ Angeion Group, LLC, as a Fire Claim Bar Date Noticing Agent Effective as of May 22, 2019*.
3. Confidentiality. Angeion acknowledges that it may have access to certain confidential and/or proprietary materials and information of Client in connection with the Services. All such information will remain the property of Client along with any electronic or other versions of such information created by Angeion hereunder. Except as expressly provided to the contrary in this Agreement or any addendum to this Agreement, all Client data is subject to deletion from Angeion's data storage systems 30 days following delivery of the data to Client. Angeion represents and warrants that it will use good faith efforts to maintain the confidentiality of all such information and will not sell, license or provide such information to any other person or entity without the express written consent of Client. Angeion shall take reasonable steps to ensure that its employees, independent contractors and agents comply with the terms of this paragraph. Angeion's obligations under this paragraph shall survive termination of this Agreement.
4. Warranties, Limitation of Liability. Angeion warrants that Angeion's Services and work product hereunder

will meet industry standards. Any Services or work product of Angeion which do not meet industry standards will be redone by Angeion at no additional charge to Client. Client must notify Angeion of any problems within 30 days of data delivery or Services performed. Angeion will make reasonable efforts to meet Client deadlines but specifically does not warrant meeting specific deadlines or the timeliness of completion of any project. Except as expressly stated in the Statement of Work to the contrary,

a. **THE WARRANTIES CONTAINED HEREIN ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, ON OR WITH RESPECT TO ANGEION'S WORK PRODUCT HEREUNDER INCLUDING, WITHOUT LIMITATION, ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY OTHER WARRANTY OBLIGATION ON THE PART OF ANGEION.**

5. Indemnification. Debtors shall indemnify, hold harmless, and provide contribution and reimbursement to Angeion and its personnel in connection with any disputes arising in connection with Angeion's engagement as a noticing agent except to the extent that a court of competent jurisdiction shall have determined by a final, non-appealable judgment that losses, claims, damages, expenses and liabilities arising out of Angeion's engagement as a noticing agent were primarily caused by Angeion's gross negligence, negligence, bad faith, or willful misconduct.
6. Bank Accounts. Client may request that a bank account(s) be established in this matter ("**Client Account**"). Upon such request, Angeion shall be authorized by Client to establish accounts with financial institution(s) as the agent for Client or, may establish accounts with other commercial financial institution, if otherwise agreed to by the Parties. Angeion may, in some instances, derive financial benefits from commercial financial institutions related to monies, including settlement funds, on deposit or invested including, but not limited to, discounts provided on certain banking services and fees. Any Client Accounts established by Angeion shall be at commercial financial institutions with credit ratings of "A" or higher. Client agrees that it shall assume all risk for monies held in deposit accounts with commercial financial institutions selected pursuant to this section and Angeion shall have no liability for any losses in said accounts including credit losses or bank default.
7. Termination for Convenience. Either party may terminate this Agreement prior to its scheduled completion, subsequent to the terms and conditions contained herein. If a Party elects to terminate this Agreement, that Party shall provide at least 10 days written notice to the other Party. If this Agreement is terminated for convenience by Client, Angeion will be paid an amount equal to the value of the Services provided prior to Angeion's receipt of such termination notice plus the unamortized project start-up costs incurred by Angeion. If this Agreement is terminated for convenience by Angeion, Angeion will be paid an amount equal to the value of the Services provided prior to Angeion's delivery of termination notice to Client.
8. Miscellaneous.
 - a. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No representations were made or relied on by either Party, other than those that are expressly set forth herein. This Agreement may only be amended by a writing signed by both Parties.
 - b. Notices. Notices by a Party under this Agreement shall be deemed given when the same shall have been mailed, provided the same is mailed registered or certified, return receipt requested, and the postage is prepaid, addressed to the other Party at the address listed above, or to such other address as the party may have subsequently furnished in writing to the other for this purpose.
 - c. Force Majeure. The Parties hereto shall be excused for the period of any delay in the performance of any obligations hereunder when prevented from so doing by cause or causes beyond such

Party's reasonable control which shall include, without limitation, labor disputes, civil commotion, war, war-like operations, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, software malfunction, hardware malfunction, computer viruses, inability to obtain any required materials or services, fire or other casualty, or through an act of God.

- d. Modifications. Any modifications to this Agreement and/or the Exhibits shall be set forth in writing. Angeion will be promptly advised of any material changes to Client's hardware, software and project specifications as such changes may affect the Services of Angeion hereunder.
- e. Jurisdiction and Venue. The Parties agree that with respect to any dispute arising under or in connection with this Agreement that the exclusive jurisdiction and venue shall reside with the United States Bankruptcy Court for the Northern District of California, and service of process by certified mail to the addresses for notice set forth in this Agreement.

ACCEPTANCE AND AUTHORIZATION

The terms and conditions set forth herein shall become effective upon the execution of this Agreement by Client and Angeion.

Company: _____

Name: _____

Position: _____

Signature: _____

Date: _____

Company: Angeion Group, LLC

Name: Steven Weisbrot

Position: Partner

Signature: 

Date: May 31, 2019



Total Cost Estimate: \$21,813,746.00
Estimated Media/Notice Program Budget: \$12,875,000.00
Estimated Notice Expenses (not including postage): \$1,895,614.50
Estimated Postage Expenses: \$6,592,587.00
Estimated Project Management/Public Relations/Miscellaneous: \$450,544.00
Partner/Notice Expert Per Hour: \$495.00
Partner Per Hour: \$375.00
Advertising/Marketing Director Per Hour: \$250.00
Marketing Associate Per Hour: \$125.00
Project Manager Per Hour: \$135.00
Clerical/Project Support Associate: \$65.00